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Attorneys for Plaintiff, ARTURO WEBER, as an aggrieved employee and on behalf of
all other aggrieved employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ARTURO WEBER, an individual and on behalf
of all others similarly situated and aggrieved,

Plaintiff,

v.

PROFESSIONAL SECURITY
CONSULTANTS, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 21STCV26101

[Assigned for all purposes to the Hon. William
Highberger in Dept. 10]

PAGA REPRESENTATIVE ACTION

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT**

**[Lodged concurrently with Plaintiff's Notice
of Motion and Motion for Approval of
PAGA Settlement; and Declarations of
Jasmin K. Gill, David D. Bibiyan, Arturo
Weber, and Anthony Rogers in Support
Thereof]**

Action Filed: May 4, 2023
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles

02/11/2025

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

1 This Court, having considered the Motion of plaintiff Arturo Weber (collectively,
2 “Plaintiff”) for Approval of PAGA Settlement (“Motion”), the Declarations of Jasmin K. Gill, David
3 D. Bibiyan, Plaintiff, and Anthony Rogers, the Joint Stipulation Re: PAGA Settlement
4 (“Settlement” or “Settlement Agreement” or “Agreement”), the PAGA Payment Letter and good
5 cause appearing therefore, the Court hereby **ORDERS, ADJUDGES AND DECREES THAT:**

6 1. The definitions set out in the Settlement Agreement are incorporated by reference
7 into this Order; all terms defined therein shall have the same meaning in this Order.

8 2. The Motion concerns Plaintiff’s action under the Private Attorneys General Act of
9 2004 (“PAGA”) against defendant Professional Security Consultants, a California corporation
10 (“Defendant”) entitled *Weber v. Professional Security Consultants*, Los Angeles County Superior
11 Court Case No. 21STCV26101. (Hereinafter, Plaintiff and Defendant will be collectively referred
12 to as “the Parties”).

13 3. The Settlement resolves the Representative Action brought on behalf of Aggrieved
14 Employees defined as follows: all current and former non-exempt, hourly-paid employees who were
15 employed with Defendant during the period between July 9, 2020 through January 12, 2024
16 (“PAGA Period” or “Settlement Period”) in the State of California (“Aggrieved Employees”).

17 4. “Pay Period” means a pay period that an Aggrieved Employee worked for Defendant
18 for at least one day during the PAGA Period.

19 5. The Settlement is based on Defendant’s representation that there are no more than
20 92,000 Pay Periods worked by Aggrieved Employees during the PAGA Period. In the event the
21 number of Pay Periods worked by Aggrieved Employees during the PAGA Period increases by
22 more than 10%, or 9,200 Pay Periods, then the Gross Settlement Amount shall be increased
23 proportionally by the Pay Periods during the PAGA Period worked in excess of 101,200 Pay Periods
24 multiplied by the Pay Period Value. The Pay Period Value shall be calculated by dividing the
25 originally agreed-upon Gross Settlement Amount (\$1,135,000.00) by 92,000, which amounts to a
26 Pay Period Value of \$12.34. Thus, for example, should there be 110,000 Pay Periods worked by
27 Aggrieved Employees in the PAGA Period, then the Gross Settlement Amount shall be increased
28 by \$108,592.00. ((110,000 Pay Periods – 101,200 Pay Periods) x \$12.34 per Pay Period.).

1 6. Plaintiff's Counsel investigated the claims alleged, performed legal research, and
2 conducted expert analysis of the time and payroll data. They also engaged in a full-day mediation
3 session, which resulted in the Settlement Agreement that was fully executed.

4 7. Pursuant to Labor Code § 2698, *et seq.*, the Court finds that the Settlement of the
5 Action is fair, adequate, and reasonable and that it furthers PAGA's objectives.

6 8. The Court appoints plaintiff Arturo Weber as PAGA Representative for Settlement
7 purposes only.

8 9. The Court appoints Jasmin K. Gill of J. Gill Law Group, P.C. as well as David D.
9 Bibiyan of Bibiyan Law Group, P.C. as Plaintiff's Counsel for the Aggrieved Employees for
10 settlement purposes only.

11 10. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

12 11. The Court approves, as to form and content, the PAGA Payment Letter attached as
13 **Exhibit 1** to the Settlement Agreement.

14 12. The Court approves the Gross Settlement Amount of \$1,135,000.00, as the same may
15 be escalated pursuant to the Settlement Agreement, and orders it to be distributed as follows:

- 16 a. ^{33.3333%}~~35%~~ thereof shall be allocated as reasonable attorneys' fees for Plaintiff's
17 Counsel which, unless escalated pursuant to the Settlement Agreement, shall
18 amount to ^{\$378,333.00}~~\$397,250.00~~;
- 19 b. The sum of \$25,983.52 shall be allocated as reasonable litigation costs and
20 paid to Plaintiff's Counsel.
- 21 c. The sum of \$7,500.00 shall be paid to Plaintiff as a Service Payment for
22 serving as a PAGA Representative in the Action and providing a broader
23 release to Defendant in the manner specified in Section 5.1 of the Settlement
24 Agreement.
- 25 d. The sum of \$9,950.00 shall be paid to the Settlement Administrator, ILYM
26 Group, Inc., for its services in administering the Settlement.
- 27 e. After deducting the above amounts, the Court approves the estimated
28 remaining Net Settlement Amount of **\$694,316.48** (as the same may be

1 escalated pursuant to the Settlement Agreement) for PAGA penalties and
2 orders 75% (or **\$520,737.36** as the same may be escalated pursuant to the
3 Settlement Agreement) of that sum to be paid to the California Labor and
4 Workforce Development Agency and 25% (or **\$173,579.12** as the same may
5 be escalated pursuant to the Settlement Agreement) to be paid to the
6 Aggrieved Employees pursuant to Labor Code § 2699(i).

7 13. “Effective Date” means (i) if there is an objection(s) to the settlement that is not
8 subsequently withdrawn, then the date upon the expiration of time for appeal of the Court’s
9 Approval Order; or (ii) if there is a timely objection(s) and appeal by an objector(s), then after such
10 appeal(s) is dismissed or the Court’s Approval Order is affirmed on appeal; or (iii) if there are no
11 timely objections to the settlement, or if any objections which were filed are withdrawn before the
12 date of approval, then the first business day after the Court’s order granting Approval of the
13 Settlement.

14 14. The Court directs Defendant to, within thirty (30) calendar days of the Effective Date,
15 provide the Settlement Administrator with the Aggrieved Employee Data, a complete list of all
16 Aggrieved Employees providing the following information: full name; last known mailing address;
17 last known telephone number, his or her full Social Security number, and the number of PAGA Pay
18 Periods (collectively, the “Aggrieved Employees Data”).

19 15. Defendant shall fund the Gross Settlement Amount in 12 equal monthly installments
20 , beginning 30 days after the full execution of the Settlement Agreement (*i.e.*, December 26, 2024)¹,
21 and continuing every 30 days thereafter until the Gross Settlement Amount is fully funded, into a
22 settlement fund to be established by the Settlement Administrator.

23 16. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement
24 Amount into a settlement fund, the Settlement Administrator will mail checks issuing payment for
25 all Individual PAGA Payments, the LWDA PAGA Payment, PAGA Representative Service
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27 ¹ Per the Settlement Agreement at Paragraph 10.14, “days” shall refer to calendar days and in the event any
28 date or deadline set forth in the Settlement Agreement falls on a weekend or federal legal holiday, such date
or deadline shall be on the first business day thereafter.

1 Payment, Administration Expenses Payment, PAGA Counsel Fees Payment, and PAGA Counsel
2 Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA
3 Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA
4 Payments.

5 17. The Settlement Administrator will issue checks for the Individual PAGA Payments
6 and send them to the Aggrieved Employees, along with the PAGA Payment Letter (attached as
7 **Exhibit 1** to the Settlement Agreement), via regular First-Class U.S. Mail with postage prepaid,
8 using the most current, known mailing addresses for Aggrieved Employees based on the Aggrieved
9 Employees Data and National Change of Address Database after conducting an Aggrieved
10 Employee Address Search pursuant to the terms of the Settlement Agreement. The face of each
11 check shall prominently state the date (not less than 180 days after the date of mailing) when the
12 check will be voided. The Settlement Administrator will also issue a payment to itself for Court-
13 approved services performed in connection with the Settlement on the twenty-eighth (28th) day after
14 the Effective Date.

15 18. Because this is a PAGA action, based on the Parties' understanding of the PAGA
16 statutory scheme, the Parties agree that no Aggrieved Employee can exclude himself or herself from
17 the Settlement or object to the terms of the Settlement Agreement. All Aggrieved Employees will
18 be bound by the Settlement Agreement, upon its approval by the Court, regardless of whether he or
19 she negotiates his or her settlement check.

20 19. The Individual Settlement Payments will be calculated and apportioned from the
21 Aggrieved Employee Portion based on the number of Pay Periods an Aggrieved Employee worked
22 during the Settlement Period. The Settlement Administrator will determine the total number of Pay
23 Periods worked by each Aggrieved Employee during the Settlement Period based on the data
24 provided by Defendant in the Aggrieved Employee Data and the aggregate number of Pay Periods
25 worked by all Aggrieved Employees during the Settlement Period. The Settlement Administrator
26 will calculate each Individual PAGA Payment by (a) dividing the 25% of the Net Settlement
27 Amount allocated to Individual PAGA Payments by the total number of PAGA Period Pay Periods
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1 worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each
2 respective Aggrieved Employee's PAGA Period Pay Periods.

3 20. Checks for Individual Settlement Payments shall be negotiable for one hundred
4 eighty (180) calendar days from the date of their issuance. If a check is returned to the Settlement
5 Administrator as undeliverable during the 180-day period, the Settlement Administrator shall take
6 all reasonable efforts to identify the Aggrieved Employee's correct address within 7 days, including
7 but not limited to, the National Change of Address database, the performance of a "skip-trace," and
8 direct contact by the Settlement Administrator with Aggrieved Employees. If an updated address
9 can be identified, the Settlement Administrator shall issue another check to the Aggrieved Employee
10 and re-mail it to the Aggrieved Employee at his or her updated address. The funds represented by
11 Individual PAGA Payment checks remaining uncashed for more than 180 days after issuance
12 (collectively, the "Uncashed Settlement Checks") shall be canceled and funds associated with such
13 checks shall be transmitted to the California State Controller's Office, Unclaimed Property Division
14 in the name of the Aggrieved Employee.

15 21. The Court finds the Gross Settlement Amount, the Net Settlement Amount and the
16 methodology used to calculate and pay the Aggrieved Employees' Individual PAGA Payments are
17 fair and reasonable and authorizes the Settlement Administrator to pay the Individual PAGA
18 Payments to the Aggrieved Employees in accordance with the terms of the Settlement Agreement.
19 The Court also authorizes the Settlement Administrator to make the LWDA PAGA Payment to the
20 California Labor and Workforce Development Agency ("LWDA").

21 22. The Court finds that Plaintiff's Counsel's request for attorneys' fees in the amount
22 of 35% of the Gross Settlement Amount, which, unless escalated pursuant to the Settlement
23 Agreement, amounts to \$397,250.00, is reasonable. The Court awards Plaintiff's Counsel fees in the
24 amount of 35% of the Gross Settlement Amount to be paid from the Gross Settlement Amount.

25 23. The Court finds that Plaintiff's Counsel have incurred a total of \$25,983.52 in
26 litigation costs and expenses. Such costs and expenses were reasonably incurred in prosecuting this
27 Actions. The Court awards \$25,983.52 from the Gross Settlement Amount to be paid to Plaintiff's
28 Counsel in litigation costs and expenses.

1 24. Upon the Effective Date, and only to the extent permissible by law, the LWDA and
2 each Aggrieved Employee shall fully and finally release and forever discharge Defendant and the
3 Released Parties of the PAGA Released Claims arising during the PAGA Period.

4 25. Effective only upon the Effective Date as defined in the Settlement Agreement and
5 full payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount to
6 effectuate the Settlement, for the duration of the PAGA Period and to the extent permitted by law,
7 the LWDA and the State of California, by and through Plaintiff as an agent and proxy of the LWDA,
8 release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably
9 could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and/or
10 the PAGA Notice for PAGA civil penalties, including, but not limited to, pursuant to Labor Code
11 section 96, 98.6, 200, 201, 202, 203, 204, 210, 218, 218.5, 221, 224, 226, 226.3, 226.7, 227.3, 232,
12 232.5, 246, 300, 432, 510, 512, 558, 558.1, 1102.5, 1174, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198,
13 1198.5, 2698, *et seq.*, 2699, 2699.3, 2699.5, 2802, 2804, and 2810.5, among others, and Business
14 and Professions Code section 17200, *et seq.*

15 26. The Released Parties means Defendant and each of its former and present directors,
16 officers, shareholders, owners, employees members, attorneys, insurers, parents, predecessors,
17 successors, assigns, subsidiaries, and affiliates.

18 27. The Parties are ordered to carry out the Settlement according to the terms of the
19 Settlement Agreement.

20 28. The Court shall retain continuing jurisdiction over the Actions, the Parties and
21 Aggrieved Employees, to the fullest extent to enforce and effectuate the terms and intent of the
22 Settlement Agreement. The Court shall also retain jurisdiction to enforce the Settlement Agreement.

23 29. In the event the Settlement does not become effective in accordance with the terms
24 of the Settlement Agreement, or the settlement is not approved, or is terminated, cancelled or fails
25 to become effective for any reason, this Order shall be rendered null and void and shall be vacated,
26 and the parties shall revert to their respective positions as of the entry of the Settlement Agreement.

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28 **IT IS SO ORDERED.**

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W. F. Highberger

Dated: 2/11, 2023

Judge of the Superior Court
William F. Highberger / Judge